

essential.com, inc.

Long Distance

**essential.com, inc.**

3 Burlington Woods Drive, 4<sup>th</sup> floor  
Burlington, Massachusetts 01803  
781.229.9599

Rates, Rules and Administrative Regulations for Furnishing

**INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICE**

Throughout the State of Kentucky

Filed with Public Service Commission

Of Kentucky

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

MAR 30 2000

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

BY: Stephan D. Bell  
SECRETARY OF THE COMMISSION

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Issued:

Issued By:

Basil Pallone  
Treasurer, Director of Finance & Controller  
3 Burlington Woods Drive, 4<sup>th</sup> floor  
Burlington, Massachusetts 01803

Effective Date:

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**CHECK SHEET**

The Sheets 1 through 29 inclusive of this Tariff are effective as of the date shown at the bottom of the respective sheet(s).

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	21	Original
2	Original	22	Original
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**CONCURRING CARRIERS**

None

**CONNECTING CARRIERS**

None

**OTHER PARTICIPATING CARRIERS**

None

**EXPLANATION OF SYMBOLS**

- (C) To signify **changed** administrative regulation
- (D) To signify **deleted or discontinued** rate, administrative regulation or test
- (I) To signify a change resulting in an **increase** to a Customer's rate
- (M) To signify that material has been **moved from** another Tariff location
- (N) To signify a **new** rate and/or new test
- (R) To signify a **reduction** to a Customer's rate
- (T) To signify a change in **text** but no change to rate or charge

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**TARIFF FORMAT**

- A. **Sheet Numbering** - Sheet numbers appear in the heading of each sheet. Sheets are numbered sequentially. However, occasionally, when a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its Tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. **Check Sheets** - When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the sheets contained in the Tariff with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

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**SECTION 1 - APPLICATION OF TARIFF**

This Tariff contains the descriptions, regulations and rates applicable to the provision of specialized resold common carrier intrastate interexchange telecommunications services provided by essential.com, inc ("Essential.com") within the Commonwealth of Kentucky. This Tariff is on file with the Public Service Commission of Kentucky ("Commission"). Copies may also be inspected during normal business hours at the Company's principal place of business, 3 Burlington Woods Drive, 4<sup>th</sup> floor, Burlington Massachusetts, 01803.

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## SECTION 2 - RULES AND REGULATIONS

### 2.1. TECHNICAL TERMS AND ABBREVIATIONS

**Account Code:**

A numerical code, one or more of which are available to a Customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

**Called Station:**

The terminating point of a call (*i.e.*, the called number).

**Commission:**

The Public Service Commission of Kentucky

**Company:**

essential.com, inc. ("Essential.com")

**Credit Card:**

A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

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## 2.1. TECHNICAL TERMS AND ABBREVIATIONS, Continued

### Customer:

The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

### Debit Card

A valid bank or financial organization card, representing an account from which the costs of products and services purchased by the card holder may be charged.

### Dedicated Access:

Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

### Disconnect or Disconnection:

The termination of a circuit connection between the originating station and the called station or the Company's operator.

### Subscriber:

See "Customer" definition.

### Travel Card:

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

### "800" (Toll Free) Number:

An interexchange service offered pursuant to this tariff for which the called party is assigned a unique 800-NXX-XXXX, 888-NXX-XXXX, 877-NXX-XXXX number, or other designated toll-free NPA area code), and is billed for calls terminating to that number.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.2. UNDERTAKING OF THE COMPANY**

- 2.2.1. Company's services are furnished for telecommunications originating and/or terminating in any area within the Commonwealth of Kentucky.
- 2.2.2. Company is a non-facilities-based provider of resold interexchange telecommunications to Customers for their direct transmission and reception of voice, data, and other types of communications.
- 2.2.3. Company resells access, switching, transport, and termination services provided by other interexchange carriers.
- 2.2.4. Subject to availability, the Customer may use account codes to identify the users or user groups on the Customer's account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.
- 2.2.5. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.2.6. Request for service under this Tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.

**2.3. LIMITATIONS OF SERVICE**

- 2.3.1. Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.3. LIMITATIONS OF SERVICE, Continued**

- 2.3.2. Company reserves the right to immediately disconnect service without incurring liability when necessitated by dangerous conditions beyond the Company's control or when the Customer is using the service illegally. Pursuant to applicable regulations, the Company will provide written notice of termination after the fact.
- 2.3.3. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.4. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.
- 2.3.5. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.3.6. The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

**2.4. USE**

- 2.4.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited.
- 2.4.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.4. USE, Continued**

2.4.3. Application for service may be made verbally or in writing. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.

2.4.4. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

**2.5. LIABILITIES OF THE COMPANY**

2.5.1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission occur. For the purpose of computing such amount, a month is considered to have thirty (30) days. To the extent permitted by law, the Company will in no event be responsible for any indirect, incidental, consequential, reliance, special, lost revenue, lost savings, lost profits, or exemplary or punitive damages, regardless of the form of action, whether in contract, tort, negligence of any kind whether active or passive, strict liability or otherwise. The terms of this Section shall apply notwithstanding the failure of any exclusive remedy.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.5. LIABILITIES OF THE COMPANY, Continued**

- 2.5.2. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.
- 2.5.3. Except as expressly warranted in writing by Company, Company makes no warranty or guarantee, express or implied, and Company expressly disclaims any implied warranties, of merchantability and fitness for a particular purpose.
- 2.5.4. Company shall be indemnified and held harmless by the Customer against:
- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
  - B. Claims for patent infringement arising from combining or connecting company's facilities with apparatus and systems of the Customer; and
  - C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.
- 2.5.5. The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.5. LIABILITIES OF THE COMPANY, Continued**

- 2.5.6. Company shall not be liable for and the Customer indemnifies and holds harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.
- 2.5.7. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- 2.5.8. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this Tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.5. LIABILITIES OF THE COMPANY, Continued**

- 2.5.9. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company in writing of any dispute concerning charges, or the basis of any claim for damages, within thirty (30) days after the invoice is rendered by the Company for the call giving rise to such dispute or claim, unless ordered by the Commission, pursuant to Kentucky law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands. The included tariff language does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.
- 2.5.10. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.
- 2.5.11. The included tariff language does not constitute a determination by the Commission that a limitation on liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.6. INDEMNITY**

Subject to the limitations of liability set forth in Section 2.5 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any and all claims to the extent that such claims were proximately caused by any negligent or willful act or omission by the party from whom indemnity is sought, or by the agents, employees, subcontractors or assignees of the party from whom indemnity is sought, in connection with use of the Services. The indemnifying party under this Section shall defend the other at the other's request against any such claim. The party seeking indemnification under this Section must notify the other promptly of written claims or demands for which the indemnifying party may be responsible. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal, provided it pays the cost of any required appeal bond, compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability to the indemnified party.

**2.7. FULL FORCE AND EFFECT**

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.8. INTERRUPTION OF SERVICE**

- 2.8.1. Credit for Interruptions: When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4., herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 2.8.2. For purposes of credit computation, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.8.3. The subscriber shall be credited for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula:  $\text{Credit} = (A/720) \times B$

A - outage time in hours

B - total monthly charge for affected utility

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.8. INTERRUPTION OF SERVICE, Continued**

- 2.8.4 Company has no liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission or call processing of customer's communications traffic by any underlying carrier. The Company's liability for such damages occurring in the course of furnishing the Company's Services but not caused by its gross negligence or willful misconduct or that of its employees or agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which such mistakes, interruptions, omissions, delays, errors, or defects in the Company's furnishing of its Services occur.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.9. RESTORATION OF SERVICE**

The use and restoration of service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations which specifies the priority system for such activities.

**2.10. MINIMUM SERVICE PERIOD**

The minimum service period is one month (30 days).

**2.11. PAYMENTS AND BILLING**

- 2.11.1. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until canceled by the Customer.
- 2.11.2. The Customer is responsible in all cases for the payment of all charges for services furnished to the Customer. Charges are based on actual usage, and are billed monthly in arrears.
- 2.11.3. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance, or the maximum allowable under state law and may be subject to additional collection agency fees. The late payment charge will, in accordance with applicable regulations, be assessed only once on any bill for services rendered.

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Basil Pallone

Treasurer, Director of Finance & Controller  
3 Burlington Woods Drive, 4<sup>th</sup> floor  
Burlington, Massachusetts 01803

Effective Date:

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

MAR 30 2000

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)  
*Stephen D. Bell*  
SECRETARY OF THE COMMISSION

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.11. PAYMENTS AND BILLING, Continued**

- 2.11.4. The Customer is responsible in all cases for the payment of all charges for services furnished to the Customer. Charges are based on actual usage, and are billed monthly in arrears. It is contemplated that billing and payment be done electronically, with payment made by means of the Customer's credit card, debit card, or other similar mechanism approved by the Company. In the sole discretion of the Company, payments may be made by check.
- 2.11.5 A returned check charge, appearing at Section 4.3.1 of this Tariff, will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.
- 2.11.6 Customers should first seek to resolve billing disputes through the Company's website, [www.essential.com/](http://www.essential.com/), or by email to the address indicated on the Customer's most recent invoice. Additionally, inquiries may be addressed to Company's customer service organization by mail at Three Burlington Woods Drive Burlington, MA 01803-4543, or by telephone to 888.746.4983. Customer service representatives are available to address such inquiries and any inquiries outside of normal business hours will be answered on the next business day. In the event of an emergency which threatens Customer service, the Company will respond as promptly as possible.
- 2.11.7 In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:
- A. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
  - B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Kentucky Public Utilities Commission for its investigation and decision.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.11. PAYMENTS AND BILLING, Continued**

The address and telephone number of the Commission are:

Kentucky Public Service Commission  
Complaint Branch  
211 Sower Blvd.  
P.O. Box 615  
Frankfort, Kentucky 40602

Telephone: 502.564.3940  
Toll-free: 800.772.4636

**2.12. CANCELLATION BY CUSTOMER**

2.12.1. Customer may cancel service by providing written notice to Company thirty (30) days prior to cancellation.

2.12.2. Customer is responsible for usage charges while still connected to the Company's service, even if the customer utilizes services rendered after the Customer's request for cancellation has been made notice and the payment of associated local exchange company charges, if any, for service charges.

2.12.3. Any Company expenditures shall be borne by the Customer if:

- A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed upon with the Customer; or
- B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
- C. If based on an order for service and construction has either begun or has been completed, but no service provided.

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## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.13. CANCELLATION BY COMPANY

2.13.1. Company reserves the right to immediately discontinue furnishing service to Customers without incurring liability under the following conditions. The Company will provide notice of termination after the fact as required by applicable regulations.

- A. In the event of a condition determined to be hazardous to the Customer, to other customers of the utility, to the utility's equipment, the public or to employees of the utility; or
- B. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or
- C. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or
- D. For unlawful use of the service or use of the service for unlawful purposes; or
- E. If the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of Company's services.

2.13.2. Company may discontinue service according to the following conditions upon ten (10) days' notice:

- A. For violation of Company's filed tariffs; or
- B. For the non-payment of any proper charge as provided by Company's Tariff; or
- C. For Customer's breach of the contract for service between the utility and Customer.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.13. CANCELLATION BY COMPANY, Continued**

- 2.13.3. The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies available to the Company set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.
- 2.13.4. The Company may refuse to permit collect calling, calling card and third-number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

**2.14. INTERCONNECTION**

- 2.14.1. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.14.2. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.15. DEPOSITS AND ADVANCE PAYMENTS**

- 2.15.1 For customers of dedicated services only, the Company reserves the right to collect an amount not to exceed one month's estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.
- 2.15.2 Interest shall accrue on any deposits in accordance with applicable regulations.
- 2.15.3. Any deposit will be credited to the Customer's account when the service or facility is discontinued. The Company retains the right to collect any remaining balance due after the deposit has been applied, plus any costs related to the collection of any remaining balance. The Company at its option may return the deposit or credit the Customer's account before the service or facility is discontinued.

**2.16. CREDIT LIMIT**

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of Services for any monthly period.

**2.17. TAXES**

The Customer is responsible for payment of all federal, state and local taxes, franchise, excise and other fees applicable to the Services, including, but not limited to: sales, use, excise, franchise, access, universal service, 911 services and handicapped services.

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SECTION 9 (1)

BY: Stephan D. Bue  
SECRETARY OF THE COMMISSION

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**SECTION 3 - DESCRIPTION OF SERVICE****3.1. TIMING OF CALLS**

- 3.1.1. The Customer's long-distance usage charge is based on the actual usage of Company's service. Usage begins when the receiver of the called number is answered. The moment of the called party's answer is determined by hardware supervision in which the local telephone company sends a signal to the underlying carrier's switch or the software utilizing audio tone detection. The timing of the call occurs when the called party answers and terminated when either party hangs up.
- 3.1.2. The minimum call duration for billing purposes for all services is sixty (60) seconds with sixty (60) second billing increments thereafter.
- 3.1.3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length, unless otherwise specified in this Tariff.
- 3.1.4. There is no billing for incomplete calls.

**3.2. MINIMUM CALL COMPLETION RATE**

Customers can expect a call completion rate of not less than ninety nine percent (99%) during peak use periods for all Feature Group D Equal Access "1 plus" services. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

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**SECTION 3 - DESCRIPTION OF SERVICE, Continued****3.3. ESSENTIAL.COM TELECOMMUNICATIONS SERVICES**

- 3.3.1. Company provides switched access, inbound and outbound, telecommunications services which allow Customer to establish a communications path between two stations by using uniform dialing plans.
- 3.3.2. **One Plus Service** is a switched or dedicated access service offering users outbound "1 plus" long distance telecommunications services.
- 3.3.3. **Toll Free 8xx Inbound Service** is a switched or dedicated access service offering users inbound, toll free long distance telecommunications services. This service enables the caller to contact the Customer without incurring toll charges, through the use of an assigned toll free number. The Customer pays for the call.
- 3.3.4. **Travel Card Service** permits the caller to charge the principal presubscribed location for a call while the caller is away from the principal location. The Customer may place calls from any touch tone phone in the United States by dialing a toll free number and entering a personal identification code, followed by the desired telephone number. Travel Card calls and appear on the Customer's monthly long-distance bill.

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**SECTION 3 - DESCRIPTION OF SERVICE, Continued****3.4. PROMOTIONS**

The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be approved by the Commission with specific starting and ending dates, and made part of this Tariff.

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**SECTION 4 - RATES****4.1. SERVICE CHARGES**

Monthly service charges per account are based on the following schedules:

**4.1.1. Switched Access Service (1 "Plus" and "800")**

Initial 60 Seconds	Additional 60 Seconds
\$0.119	\$0.119

**4.1.2. Travel Card Service**

Initial 60 Seconds	Additional 60 Seconds
\$0.1990	\$0.1990

Surcharge for calls initiated from a pay telephone \$0.30

**4.2. Individual Case Basis (ICB) Arrangements**

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such Services in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

**4.3. Surcharges**

4.3.1 Return Check Charge \$25.00

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**ADDENDUM – SAMPLE BILL**

(Attached)

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**EXHIBIT F**

**Sample Bill**

K:\utl\oth\essential.com.telecom\clecapplicationKY

PUBLIC SERVICE COMMISSION  
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PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

BY: Stephan D. Bell  
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Account Number: 5082222957

Bill Date: 08/27/99

Bill #: 2357

Bill To:

Please make check payable to essential.com and write your account # on check.

**TOTAL AMOUNT DUE: \$46.87**

Payable Upon Receipt.

Amount Enclosed 

Return this portion with payment to:

essential.com, inc

3 Burlington Woods Drive, 4th Floor

Burlington MA 01803

☐ Check if new address and correct above

Please detach and return

Amount of Last Bill	\$62.27
Payments Received Thank You	(\$62.27)
Adjustments	\$0.00
<b>Past Due Balance</b>	<b>\$0.00</b>



Questions? Call 1-888-746-4983

Unpaid balance is subject to 1.5% finance charge per month

New Call Charges	\$19.34
Recurring Charges	\$24.96
Non-Recurring Charges	\$0.00
Finance Charges	\$0.00
Federal Taxes	\$1.60
State and Local Taxes	\$0.97
State Surcharges	\$0.00
<b>Total New Charges</b>	<b>\$46.87</b>

Account Number:

5082222957

Bill Date: 08/27/99

Bill #: 2357

**Important News**

Thank You ! This bill is for the period of 6/15/99 thru 7/15/99.

**Total Amount Due \$46.87**

You saved approximately 10% this month!

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## Detail Of New Charges

Bill Date: 08/27/99

Account Number: 5082222957

Invoice #: 2357

*See Attached Sheets for Usage Detail***Total New Usage Charges** **\$19.34**Recurring Charges

Call Waiting	\$2.79
Local Number Portability	\$0.31
PIC-C Residential	\$0.53
Service Line Charge	\$3.50
Touch Tone Service	\$0.98
Unlimited Local Residence	\$16.85

**Total Recurring Charges** **\$24.96**Non-Recurring Charges**Total Non-Recurring Charges** **\$0.00**Taxes/Surcharges

Federal Excise Tax	\$1.21
MA Sales tax	\$0.97
Universal Service	\$0.25
Universal Service-A	\$0.14

**Total Taxes/Surcharges** **\$2.57****TOTAL NEW CHARGES** **\$46.87****Balance From Last Statement** **\$0.00****Finance Charges** **\$0.00****TOTAL AMOUNT DUE - PAYABLE BY 9/1/99** **\$46.87**PUBLIC SERVICE COMMISSION  
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Call Detail  
5082222957

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Bill# 2357

	Date	Time	R	Minutes	Called Number	Location	Cost
(508) 222-2957							
1	06/17/99	7:14 PM	2	1.0	(508) 222-4500	Attleboro MA	\$0.00
2	06/18/99	4:14 PM	1	2.0	(508) 977-0600	Taunton MA	\$0.17
3	06/20/99	1:05 PM	3	1.0	(978) 534-0640	Leominster MA	\$0.00
4	06/23/99	1:52 PM	1	2.0	(508) 977-0600	Taunton MA	\$0.17
5	06/25/99	7:03 PM	2	1.0	(508) 336-8590	Seekonk MA	\$0.09
6	06/25/99	7:04 PM	2	5.0	(508) 359-4041	Medfield MA	\$0.41
7	06/25/99	7:09 PM	2	1.0	(508) 359-4041	Medfield MA	\$0.09
8	06/26/99	10:54 AM	3	9.0	(508) 336-8590	Seekonk MA	\$0.73
9	06/26/99	3:52 PM	3	1.0	(508) 336-8590	Seekonk MA	\$0.09
10	06/26/99	4:06 PM	3	2.0	(508) 336-8590	Seekonk MA	\$0.17
11	06/27/99	11:04 AM	3	1.0	(508) 336-8590	Seekonk MA	\$0.09
12	06/27/99	11:53 AM	3	1.0	(508) 336-8590	Seekonk MA	\$0.09
13	06/27/99	2:24 PM	3	1.0	(508) 336-8590	Seekonk MA	\$0.09
14	06/28/99	10:28 AM	1	21.0	(978) 534-0640	Leominster MA	\$1.69
15	08/29/99	5:45 PM	2	1.0	(508) 336-8590	Seekonk MA	\$0.09
16	06/30/99	4:39 PM	1	1.0	(508) 336-8590	Seekonk MA	\$0.09
17	06/30/99	8:52 PM	2	8.0	(508) 336-8590	Seekonk MA	\$0.65
18	06/30/99	9:26 PM	2	2.0	(508) 336-8590	Seekonk MA	\$0.17
19	07/01/99	9:47 AM	1	19.0	(978) 534-0640	Leominster MA	\$1.53
20	07/01/99	10:24 AM	1	1.0	(978) 928-5318	Hubbardston MA	\$0.09
21	07/02/99	4:04 PM	1	15.0	(978) 537-8563	Leominster MA	\$1.21
22	07/05/99	12:20 PM	1	0.8	(401) 727-4081	Pawtucket RI	\$0.08
23	07/05/99	9:31 PM	2	2.0	(508) 336-8590	Seekonk MA	\$0.17
24	07/06/99	10:02 AM	1	6.0	(508) 336-8590	Seekonk MA	\$0.49
25	07/06/99	7:46 PM	2	1.0	(508) 336-8590	Seekonk MA	\$0.09
26	07/06/99	9:20 PM	2	6.0	(508) 336-8590	Seekonk MA	\$0.49
27	07/07/99	10:39 AM	1	0.5	(401) 727-4081	Pawtucket RI	\$0.05
28	07/07/99	12:12 PM	1	1.0	(978) 422-0200	Sterling MA	\$0.09
29	07/07/99	12:13 PM	1	1.0	(978) 534-5358	Leominster MA	\$0.09
30	07/07/99	12:17 PM	1	1.0	(978) 345-6605	Fitchburg MA	\$0.09
31	07/07/99	1:34 PM	1	9.0	(978) 345-6605	Fitchburg MA	\$0.73
32	07/07/99	9:49 PM	2	4.0	(508) 336-8590	Seekonk MA	\$0.33
33	07/08/99	10:30 AM	1	21.8	(401) 722-9131	Pawtucket RI	\$2.16
34	07/09/99	2:36 PM	1	3.0	(781) 784-7725	Sharon MA	\$0.25
35	07/10/99	1:28 PM	3	1.0	(508) 336-8590	Seekonk MA	\$0.09
36	07/10/99	5:25 PM	3	1.0	(508) 336-8590	Seekonk MA	\$0.09
37	07/10/99	7:11 PM	3	0.5	(401) 722-9131	Pawtucket RI	\$0.05
38	07/12/99	12:25 PM	1	0.5	(401) 463-5866	Providence RI	\$0.05
39	07/12/99	1:02 PM	1	0.5	(401) 463-5866	Providence RI	\$0.05
40	07/12/99	1:05 PM	1	1.0	(401) 463-5866	Providence RI	\$0.10

R = Rate Code: 1 = Day, 2 = Evening, 3 = Night, 4 = Standard, 5 = Discount, 6 = Economy

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Call Detail  
5082222957

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Bill# 2357

	Date	Time	R	Minutes	Called Number	Location	Cost
41	07/12/99	1:10 PM	1	0.5	(401) 463-5866	Providence	RI \$0.05
42	07/12/99	1:42 PM	1	0.9	(401) 463-5866	Providence	RI \$0.09
43	07/12/99	7:10 PM	2	10.4	(401) 727-4081	Pawtucket	RI \$1.03
44	07/12/99	7:22 PM	2	1.8	(401) 722-9131	Pawtucket	RI \$0.18
45	07/12/99	7:48 PM	2	1.0	(508) 222-8494	Attleboro	MA \$0.00
46	07/12/99	7:51 PM	2	2.0	(508) 336-8590	Seekonk	MA \$0.17
47	07/12/99	8:10 PM	2	5.0	(401) 722-9131	Pawtucket	RI \$0.50
48	07/13/99	8:11 PM	2	12.9	(401) 722-9131	Pawtucket	RI \$1.28
49	07/13/99	8:26 PM	2	1.0	(508) 336-8590	Seekonk	MA \$0.09
50	07/13/99	8:27 PM	2	1.0	(508) 336-8590	Seekonk	MA \$0.09
51	07/13/99	9:56 PM	2	5.0	(508) 336-8590	Seekonk	MA \$0.41
52	07/14/99	5:59 PM	2	1.0	(508) 222-4980	Attleboro	MA \$0.00
53	07/14/99	6:05 PM	2	0.8	(401) 722-9131	Pawtucket	RI \$0.08
54	07/15/99	12:00 AM	0	0.0	Calls to Direct	Assistance	MA \$0.00
55	07/15/99	8:31 AM	1	1.0	(401) 722-9131	Pawtucket	RI \$0.00
56	07/15/99	8:31 AM	1	16.6	(401) 722-9131	Pawtucket	RI \$1.84
57	07/15/99	5:14 PM	2	3.1	(401) 722-9131	Pawtucket	RI \$0.31
58	07/15/99	7:41 PM	2	1.0	(508) 336-8590	Seekonk	MA \$0.09
59	07/15/99	9:09 PM	2	1.0	(508) 336-8590	Seekonk	MA \$0.09
							\$19.34

\$19.34

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